

Brian W. Esler, WSBA No. 22168
brian.esler@millernash.com
Miller Nash LLP
605 5th Ave S, Ste 900
Seattle WA 98104
Phone: (206) 777-7415

Delfina S. Homen (admitted *pro hac vice*)
delfina.homen@millernash.com
Miller Nash LLP
1140 SW Washington St, Ste 700
Portland, OR 97205
Phone: (503) 224-5858

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

GOOD TRUBBLE LLC, a California limited
liability company,

Plaintiff,

v.

NGUYEN THI HOA, an individual, and
DOES 1-10,

Defendants.

Case No. 2:24-cv-01648-MJP

STIPULATED MOTION FOR ENTRY OF
CONSENT JUDGMENT AND
PERMANENT INJUNCTION

STIPULATION AND MOTION FOR ENTRY OF JUDGMENT

Defendant Nguyen Thi Hoa (“Defendant”) and Plaintiff Good Trubble LLC (“Plaintiff”),
themselves and through undersigned counsel, respectively, hereby stipulate as follows and
jointly move that the Court enter the proposed Order and the Consent Judgment and Permanent
Injunction attached as Attachment A to the Order, based on the following stipulations between
the parties:

Stipulated Motion for Entry of Consent Judgment
and Permanent Injunction - 1
Case No. 2:24-cv-01648-MJP

Miller Nash LLP
605 5th Ave S., Suite 900
Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

- 1 1. This Court has jurisdiction over the subject matter of this case and jurisdiction over
- 2 Defendant.
- 3 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2).
- 4 3. Plaintiff is the owner of all right, title, and interest, including any and all copyright rights,
- 5 in and to Plaintiff's Copyrighted Work. Plaintiff is the owner of valid and subsisting
- 6 United States Copyright Registration No. VA 2-231-138 for the Copyrighted Work,
- 7 issued by the United States Copyright Office on January 13, 2021, with an effective
- 8 registration date of October 16, 2020.
- 9 4. Defendant acknowledges and agrees that Plaintiff owns valid copyright rights in the
- 10 Copyrighted Work and waives the right to challenge Plaintiff's ownership of those rights
- 11 in any future proceedings.
- 12 5. Without Plaintiff's authorization and without any remuneration to Plaintiff, Defendant
- 13 manufactured, published, printed, and sold, or caused to be manufactured, published,
- 14 printed, and sold, certain merchandise incorporating the Copyrighted Work or derivatives
- 15 thereof (the "Infringing Products"), which feature imagery identical to, substantially
- 16 similar to, and/or derivative of the Copyrighted Work. Defendant has offered, distributed,
- 17 and/or sold the Infringing Products through at least Amazon.com.
- 18 6. The foregoing conduct by Defendant constitutes infringement of Plaintiff's exclusive
- 19 rights in the Copyrighted Work in violation of Section 501 of the Copyright Act, 17
- 20 U.S.C. § 501.
- 21 7. As a direct and proximate result of the Defendant's infringing conduct alleged herein,
- 22 Plaintiff has sustained substantial, immediate, and irreparable injury, and is entitled to
- 23 damages and an injunction pursuant to 17 U.S.C. §§ 502-505.
- 24 8. Judgment should thus be entered against Defendant on Count One of Plaintiff's
- 25 Complaint for copyright infringement under the United States Copyright Act.
- 26

9. Defendant hereby waives any and all right to an appeal from the Consent Judgment and Permanent Injunction.

10. The Consent Judgment and Permanent Injunction will be a final judgment on the merits of Plaintiff's claims for purposes of res judicata, collateral estoppel, issue preclusion, and claim preclusion.

11. The consent judgment is being entered into by the parties for the purpose of settlement and is without admission by Defendant as to liability or any of the allegations of the Complaint in this action, or as to any matters arising out of the Complaint. However, nothing in this paragraph shall be construed as diminishing or otherwise affecting Defendant's obligations and responsibilities under the Consent Judgment and Permanent Injunction.

12. Defendant, together with all of Defendant's officers, directors, agents, servants, employees, representatives, affiliates, successors, and assigns, and all other persons, firms, or companies in active concert or participation with Defendant, should be permanently enjoined and restrained from directly or indirectly:

A. manufacturing, distributing, marketing, advertising, promoting, or selling or authorizing any third party to manufacture, distribute, market, advertise, promote, or sell the Infringing Products and any other products, works, or other materials that include, copy, are derived from, or otherwise embody the Copyrighted Work;

B. reproducing, distributing, performing, or publicly displaying the Copyrighted Work, creating any derivative works based on the Copyrighted Work, or engaging in any activity that infringes Plaintiff's rights in the Copyrighted Work; and

C. aiding, assisting, or abetting any other individual or entity in doing any act prohibited by sub-paragraphs (a) or (b).

13. Defendant should be ordered to, at Defendant's own cost and without receipt of any compensation from Plaintiff, destroy or deliver up for destruction all materials in

1 Defendant's possession, custody, or control used by Defendant in connection with
2 Defendant's infringing conduct, including without limitation all remaining inventory of
3 the Infringing Products and any other products and works that embody any reproduction
4 or other copy or colorable imitation of the Copyrighted Work, as well as all means for
5 manufacturing them. Such destruction or delivery should occur within ten (10) days of
6 entry of the Consent Judgment and Permanent Injunction, and Defendant shall provide
7 photographic evidence of such destruction of anything not delivered to Plaintiff.

8 14. Defendant should be ordered, at its own expense, to: (a) recall the Infringing Products
9 from any manufacturers, distributors, retailers, vendors, or others that have distributed the
10 Infringing Products on Defendant's behalf; (b) recall from any third parties any products,
11 works, or other materials that include, copy, are derived from, or otherwise embody the
12 Infringing Products or the Copyrighted Work; and (c) destroy or deliver up for
13 destruction all materials returned to it. Such actions should be taken within ten (10) days
14 of entry of the Consent Judgment and Permanent Injunction.

15 15. Defendant should be ordered to file with the Court and serve upon Plaintiff's counsel
16 within twenty (20) days after entry of this Consent Judgment and Permanent Injunction a
17 report in writing, under oath, setting forth in detail the manner and form in which
18 Defendant has complied with the terms of the Consent Judgment and Permanent
19 Injunction.

20 16. Defendant should be ordered to pay Plaintiff the total sum of one thousand seven hundred
21 and forty-nine dollars (US \$1,749) in the time and manner prescribed by the parties'
22 settlement agreement.

23 17. If Defendant is found by the Court to be in contempt of, or otherwise to have violated the
24 Consent Judgment and Permanent Injunction, the parties agree that Plaintiff shall be
25 entitled to all available relief which it may otherwise request from the Court, including
26

1 sanctions for contempt, damages, injunctive relief, attorneys' fees, costs, and any other
2 relief deemed proper in the event of such violation.

3 18. The Consent Judgment and Permanent Injunction shall be binding upon and shall inure to
4 the benefit of the parties and their respective heirs, successors, assigns, and acquiring
5 companies.

6 19. This permanent injunction is binding against the Defendant worldwide, without regard to
7 the territorial scope of the specific intellectual property rights asserted in the Complain of
8 the above-captioned case and may be enforced in any court of competent jurisdiction
9 wherever Defendant or their assets may be found.

10 20. The parties irrevocably and fully waive notice of entry of this Consent Judgment and
11 Permanent Injunction and notice and service of the entered Consent Judgment and
12 Permanent Injunction. Plaintiff is not required to post any bond or security in connection
13 with this Consent Judgment and Permanent Injunction, and Defendant has permanently,
14 irrevocably, and fully waived any right to request a bond or security.

15 21. The Court shall retain jurisdiction of this matter for the purposes of enforcing the terms
16 of this Consent Judgment and Permanent Injunction and awarding damages or other relief
17 for violations thereof.

18 22. Nothing contained in the Consent Judgment and Permanent Injunction shall limit the
19 right of Plaintiff to seek relief, including without limitation damages, for any and all
20 infringements of intellectual property rights occurring after the date of the Consent
21 Judgment and Permanent Injunction.

22 23. The permanent injunction shall remain in full force and effect unless and until modified
23 by order of this Court.

24 24. The parties hereby stipulate to entry of judgment on the terms stated herein.

25
26 SO STIPULATED AND MOVED, BY DEFENDANT AND THROUGH COUNSEL OF
RECORD FOR PLAINTIFF.

Stipulated Motion for Entry of Consent Judgment
and Permanent Injunction - 5
Case No. 2:24-cv-01648-MJP

Miller Nash LLP
605 5th Ave S., Suite 900
Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

1 DATED this 26th day of November, 2024

2
3 MILLER NASH LLP

4
5 /s/ Delfina S. Homen
6 Brian W. Esler, P.C., WSBA No. 22168
7 605 5th Ave S., Suite 900
8 Seattle, WA 98104
9 brian.esler@millernash.com
10 (206) 624-8300

11 Delfina S. Homen (admitted *pro hac vice*)
12 1140 SW Washington St, Ste 700
13 Portland, OR 97205
14 delfina.homen@millernash.com
15 (503) 224-5858

16 Attorneys for Plaintiff
17 Good Trubble LLC

18
19
20
21
22
23
24
25
26
By: 
Signed by: 8C1B44DE4C22453...
Nguyen Thi Hoa
nthoa200698@gmail.com

Defendant

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED. The Clerk is directed to enter judgment against Defendant Nguyen Thi Hoa and in favor of Plaintiff Good Trubble LLC in conformity with the stipulations above, and in the form of Attachment A to this Order.

December 3, 2024
Dated: November __, 2024


HONORABLE MARSHA J. PECHMAN
UNITED STATES DISTRICT JUDGE

4879-3839-9991.1

Stipulated Motion for Entry of Consent Judgment
and Permanent Injunction - 7
Case No. 2:24-cv-01648-MJP

Miller Nash LLP
605 5th Ave S., Suite 900
Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

ATTACHMENT A

Brian W. Esler, WSBA No. 22168
brian.esler@millernash.com
Miller Nash LLP
605 5th Ave S, Ste 900
Seattle WA 98104
Phone: (206) 777-7415

Delfina S. Homen (admitted *pro hac vice*)
delfina.homen@millernash.com
Miller Nash LLP
1140 SW Washington St, Ste 700
Portland, OR 97205
Phone: (503) 224-5858

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

GOOD TRUBBLE LLC, a California limited
liability company,

Plaintiff,

v.

NGUYEN THI HOA, an individual, and
DOES 1-10,

Defendants.

Case No. 2:24-cv-01648-MJP

CONSENT JUDGMENT AND
PERMANENT INJUNCTION

WHEREAS, this action was commenced on October 10, 2024, by the filing of the
Summons and Complaint;

WHEREAS, in the Complaint, Plaintiff Good Trouble LLC (“Plaintiff”) seeks injunctive
relief and monetary damages against Defendant Nguyen Thi Hoa (“Defendant”) for infringement
of Plaintiff’s copyright in Plaintiff’s copyrighted work titled “That Little Girl Was Me” (the
“Copyrighted Work”) under the United States Copyright Act of 1976, as amended (the
“Copyright Act”), 17 U.S.C. § 101 et seq.;

Consent Judgment and Permanent Injunction - 1
Case No. 2:24-cv-01648-MJP

Miller Nash LLP
605 5th Ave S., Suite 900
Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

1 WHEREAS, Defendant now stipulates and consents to this Consent Judgment and
2 Permanent Injunction, to its prompt entry by the Court, and to each and every provision, order,
3 and decree herein.

4 NOW THEREFORE, upon consent of the parties hereto, it is

5 **HEREBY ORDERED, ADJUDGED, AND DECREED:**

- 6 1. This Court has jurisdiction over the subject matter of this case and jurisdiction over
7 Defendant.
8
9 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2).
10
11 3. Plaintiff is the owner of all right, title, and interest, including any and all copyright rights,
12 in and to Plaintiff's Copyrighted Work. Plaintiff is the owner of valid and subsisting
13 United States Copyright Registration No. VA 2-231-138 for the Copyrighted Work,
14 issued by the United States Copyright Office on January 13, 2021, with an effective
15 registration date of October 16, 2020.
16
17 4. Defendant acknowledges and agrees that Plaintiff owns valid copyright rights in the
18 Copyrighted Work and waives the right to challenge Plaintiff's ownership of those rights
19 in any future proceedings.
20
21 5. Without Plaintiff's authorization and without any remuneration to Plaintiff, Defendant
22 manufactured, published, printed, and sold, or caused to be manufactured, published,
23 printed, and sold, certain merchandise incorporating the Copyrighted Work or derivatives
24 thereof (the "Infringing Products"), which feature imagery identical to, substantially
25 similar to, and/or derivative of the Copyrighted Work. Defendant has offered, distributed,
26 and/or sold the Infringing Products through at least Amazon.com.

- 1 6. The foregoing conduct by Defendant constitutes infringement of Plaintiff's exclusive
2 rights in the Copyrighted Work in violation of Section 501 of the Copyright Act, 17
3 U.S.C. § 501.
- 4 7. As a direct and proximate result of the Defendant's infringing conduct alleged herein,
5 Plaintiff has sustained substantial, immediate, and irreparable injury, and is entitled to
6 damages and an injunction pursuant to 17 U.S.C. §§ 502-505.
- 7 8. The Court hereby enters judgment against Defendant on Count One of Plaintiff's
8 Complaint for copyright infringement under the United States Copyright Act.
- 9 9. Defendant hereby waives any and all right to an appeal from this Consent Judgment and
10 Permanent Injunction.
- 11 10. This Consent Judgment and Permanent Injunction constitutes a final judgment on the
12 merits of Plaintiff's claims for purposes of res judicata, collateral estoppel, issue
13 preclusion, and claim preclusion.
- 14 11. This consent judgment is entered into by the parties for the purpose of settlement and is
15 without admission by Defendant as to liability or any of the allegations of the Complaint
16 in this action, or as to any matters arising out of the Complaint. However, nothing in this
17 paragraph shall be construed as diminishing or otherwise affecting Defendant's
18 obligations and responsibilities under this Consent Judgment and Permanent Injunction.
- 19 12. Defendant, together with all of Defendant's officers, directors, agents, servants,
20 employees, representatives, affiliates, successors, and assigns, and all other persons,
21 firms, or companies in active concert or participation with Defendant, are permanently
22 enjoined and restrained from directly or indirectly:
23
24
25
26

- 1 A. manufacturing, distributing, marketing, advertising, promoting, or selling or
2 authorizing any third party to manufacture, distribute, market, advertise,
3 promote, or sell the Infringing Products and any other products, works, or
4 other materials that include, copy, are derived from, or otherwise embody the
5 Copyrighted Work;
6
7 B. reproducing, distributing, performing, or publicly displaying the Copyrighted
8 Work, creating any derivative works based on the Copyrighted Work, or
9 engaging in any activity that infringes Plaintiff's rights in the Copyrighted
10 Work; and
11
12 C. aiding, assisting, or abetting any other individual or entity in doing any act
13 prohibited by sub-paragraphs (a) or (b).

- 14 13. Defendant, at Defendant's own cost and without receipt of any compensation from
15 Plaintiff, Defendant shall destroy or deliver up for destruction all materials in
16 Defendant's possession, custody, or control used by Defendant in connection with
17 Defendant's infringing conduct, including without limitation all remaining inventory of
18 the Infringing Products and any other products and works that embody any reproduction
19 or other copy or colorable imitation of the Copyrighted Work, as well as all means for
20 manufacturing them. Such destruction or delivery shall occur within ten (10) days of
21 entry of this Consent Judgment and Permanent Injunction, and Defendant shall provide
22 photographic evidence of such destruction of anything not delivered to Plaintiff.
23
24 14. Defendant, at its own expense, shall: (a) recall the Infringing Products from any
25 manufacturers, distributors, retailers, vendors, or others that have distributed the
26 Infringing Products on Defendant's behalf; (b) recall from any third parties any products,

works, or other materials that include, copy, are derived from, or otherwise embody the
Infringing Products or the Copyrighted Work; and (c) destroy or deliver up for
destruction all materials returned to it. Such actions shall be taken within ten (10) days of
entry of this Consent Judgment and Permanent Injunction.

15. Defendant shall file with the Court and serve upon Plaintiff's counsel within twenty (20)
days after entry of this Consent Judgment and Permanent Injunction a report in writing,
under oath, setting forth in detail the manner and form in which Defendant has complied
with the terms of this Consent Judgment and Permanent Injunction.

16. Defendant shall pay Plaintiff the total sum of one thousand seven hundred and forty-nine
dollars (US \$1,749) in the time and manner prescribed by the parties' settlement
agreement.

17. If Defendant is found by the Court to be in contempt of, or otherwise to have violated this
Consent Judgment and Permanent Injunction, the parties agree that Plaintiff shall be
entitled to all available relief which it may otherwise request from the Court, including
sanctions for contempt, damages, injunctive relief, attorneys' fees, costs, and any other
relief deemed proper in the event of such violation.

18. This Consent Judgment and Permanent Injunction shall be binding upon and shall inure
to the benefit of the parties and their respective heirs, successors, assigns, and acquiring
companies.

19. This permanent injunction is binding against the Defendant worldwide, without regard to
the territorial scope of the specific intellectual property rights asserted in the Complaint
of the above-captioned case and may be enforced in any court of competent jurisdiction
wherever Defendant or their assets may be found.

1 20. The parties irrevocably and fully waive notice of entry of this Consent Judgment and
2 Permanent Injunction and notice and service of the entered Consent Judgment and
3 Permanent Injunction. Plaintiff is not required to post any bond or security in connection
4 with this Consent Judgment and Permanent Injunction, and Defendant has permanently,
5 irrevocably, and fully waived any right to request a bond or security.
6

7 21. The Court retains jurisdiction of this matter for the purposes of enforcing the terms of this
8 Consent Judgment and Permanent Injunction and awarding damages or other relief for
9 violations thereof.

10 22. Nothing contained in this Consent Judgment and Permanent Injunction shall limit the
11 right of Plaintiff to seek relief, including without limitation damages, for any and all
12 infringements of any intellectual property rights occurring after the date of this Consent
13 Judgment and Permanent Injunction.
14

15 23. The permanent injunction shall remain in full force and effect unless and until modified
16 by order of this Court.

17 24. IT IS FURTHER ORDERED that the clerk be, and hereby is, directed to close this
18 matter.
19
20
21
22
23
24
25
26

1 **SO ORDERED.**

2
3 Dated: November ____, 2024

HONORABLE MARSHA J. PECHMAN
UNITED STATES DISTRICT JUDGE

4
5
6 4888-3834-0343.1
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Consent Judgment and Permanent Injunction - 7
Case No. 2:24-cv-01648-MJP

Miller Nash LLP
605 5th Ave S., Suite 900
Seattle WA 98104
206.624.8300 | Fax: 206.340.9599

